

OWNERS CERTIFICATE I. BRAD SIDLE, OWNER OR AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE PROPERTY, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE USE OF ROADS AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE TOWN OF OLIVE BRANCH, MISSISSIPPI FOR THE PUBLIC USE FOREVER. THIS THE 19 DAY OF December, 2003. OWNER OR AUTHORIZED REPRESENTATIVE Bad Sid & Const. Co. Inc. NOTARY'S CERTIFICATE STATE OF MISSISSIPPI, COUNTY OF DESOTO PRESONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 19 DAY OF DECOMPOSE., 2003. WITHIN MY JURISDICTION, THE WITHIN NAMED BYON Sidle. ACKNOWLEDGED THAT HE/SHE IS Brad Sidle (INFS.) OF Brad Sidle Cons. C. Inc. A MISSISSIPPI GENERAL PARTNERSHIP, AND THAT FOR AND ON BEHALF OF SAID PARTNERSHIP, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING WARRANTY DEED, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID PARTNERSHIP SO TO DO. NOTARY <u>July 27, 2007</u> ******* • **** SEAL MY COMMISSION EXPIRES: OLIVE BRANCH CITY'S CERTIFICATE OLIVE BRANCH PLANNING COMMISSION APPROVED BY THE OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, PLANNING COMMISSION ON THIS THE DAY OF NOVE M DER MBER 2003 OLIVE BRANCH MAYOR & BOARD OF ALDERMAN APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE TOWN OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, ON THIS THE _______ DAY OF _______, 2008.5 000. MINUTE BOOK 57, PAGE 40

STATE OF MISSISSIPPI COUNTY OF DESOTO

IN PLAT BOOK ______ \$5___, PAGE ____ 18____.

CHANCERY COURT my. O. Starkey OC

\$ 000

CERTIFICATE OF ENGINEER

THIS IS TO CERTIFY THAT I HAVE DRAWN THE SUBDIVISION HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM THE LIVE OF MATION

FROM A GROUND SURVEY BY ME.

EDWARD T. DAVIS

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I HAVE SURVEYED THIS SUBDIVISION SHOWN HEREON AND THE PLAT OF SAME IS ACCURATELY DRAWN FROM INFORMATION FROM A GROUND SURVEY BY ME.

PROTECTIVE COVENANTS AND SIMILAR DOCUMENTS ARE PRIVATE IN SCOPE AND NOT SUBJECT TO GOVERMENTAL REVIEW OR ENFORCEMENT.

Protective Covenants:

These covenants, limitations, and restrictions are to run with the land, and shall be binding on all parties and all persons under them until January 1, 2030, at which time said covenants, limitations, and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation, or restriction and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidation of any of these covenants, limitations, or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

- 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling and a private garage for not more than three cars, and separate detached buildings incidental to such use. Int the event two or more lots are combined to use as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.
- 2. All dwellings and other structures on the lots must be in compliance with the requirements of the City of Olive Branch and its successors. All construction of out buildings must be approved by the Architectural Control Committee.
- 3. Easements for installation and maintenance of utilities, drainage facilities and sloping of banks along streets are reserved along the lot lines of each lot.
- 4. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nulsance to the neighborhood. No business of any kind shall be carried on upon any lot in any building or lot. All lots and houses are to be for residential
- 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other temporary buildings shall be used on any lot at any time as a residence, either temporary or permanent. No garage apartments will be allowed.
- 6. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sale period.
- 7. No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary
- 8. The total minimum heated floor area of a residence, exclusive of open porches, garages, or carports shall be 1500 square feet. The minimum heated lower floor area of a split—level or two-story residence shall be 1000 square feet. When a split-level or two-story residence is constructed on a lot, the total minimum heated square feet shall be 1750 square feet, exclusive
- of open porches, garages, and carports. 9. All gardens must be planted to the rear of any main residence with only landscape materials such as tress, shrubs, and plants allowed in front of the main residence.
- 10. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the Architectural Control Committee. No fences shall be erected on any portion of any lot between the front residence and the street and between the side of the residence and the street on the corner lots unless the same is a two or three rail split cedar fence.
- 11. No vehicle, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailer can be parked or stored on any lot unless same is under the carport, in the garage, barn or other out building, or to the rear of the main residence. No tractor—trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.
- 12. No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot for commercial purposes. If any pets are kept on the property, proper fencing and shelter must be provided.
- 13. No underground homes will be allowed. No shell or modular home will be permitted to be built in this subdivision, regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted on a lot except by permission of the developer.
- 14. In Phase II and III, Brad Sidle or representative will make up the Architectural Control Committee and reserve the right to review all plans of any structure that is being built on any lot. Brad Sidle reserves the right to appoint 3 majority home builders to the Architectural Control Committee. The Architectural Control Committee must approve or disapprove, in writing within twenty (20) days of the plans being submitted.

- 15. The construction of any house in the subdivision shall be required to be completed within eighteen (18) months from the date that the construction began.
- 16. When the builders ceases to own a lot within the subdivision, three (3) persons owning property within the subdivision will be appointed to the Architectural Control Committee.
- 17. The Olive Branch Planning Commission must approve any amendments to the restrictive coavenants.

SHEET 2 OF 3 FINAL PLAT OF PHASE TWO, COLLEGE PARK SUBDIVISION SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST OLIVE BRANCH, MISSISSIPPI

> MAY 2003 ZONING: R-1 TOTAL AREA: 18.642 ACRES TOTAL LOTS: 45, CLASS "C" SURVEY

BRAD SIDLE CONSTRUCTION COMPANY 4413 BETHEL ROAD OLIVE BRANCH, MS 662-893-3222

DEVELOPER

THE BRAY-DAVIS FIRM, LLC 6261 STAGE PLAZA EAST BARTLETT, TN 38134 901-383-8668 ENGINEER

20
MORTGAGEE'S CERTIFICATE
MORTGAGEE OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY OF ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT
I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE
Vice President SIGNATURE OF MORTGAGEE Bank Corp So.
NOTARY'S CERTIFICATE STATE OF MISSISSIPPI, COUNTY OF DESOTO
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE
NOTARY RUBLIC

SHEET 3 OF 3
FINAL PLAT OF
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